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October 1, 1998

Ross University School of Medicine
460 West 34th Street 12th Floor
New York, New York 10001

Ross University School of Veterinary Medicine
460 West 34th Street 12th Floor
New York, New York 10001

Re: General Retainer Agreement

Dear Dr. Ross:

When countersigned by you in the spaces provided below, this letter shall serve to confirm the retention of our firm by Ross University School of Medicine and Ross University School of Veterinary Medicine (hereinafter "Ross University") as its general outside counsel and legal representative.

Our retainer in connection herewith shall be \$10,000.00 per month payable on the 1st day of each calendar month for the duration of this agreement, which shall be for a period of five years from the date hereof, unless we shall have been terminated "for cause". "For cause" shall be limited to our malpractice, fraud, deceit or dishonesty, the undersigned's death or such disability as would render me the undersigned incapable of performing my responsibilities herein.

In addition to these fees, Ross University has agreed to pay all disbursements and expenses incurred on its behalf, including, but not limited to, stenographic fees and charges, filing and docketing fees, messenger charges, transportation, photocopying, postage and the like.

This retainer shall embrace within its scope all legal advice, counsel, research, negotiation and representation as Ross

University shall request and require except that we shall not be required to provide any service which the law and or the scope of our expertise and ability would not permit us to provide hereunder. In this regard, Ross University acknowledges that it has had a professional relationship with us for many years, and is generally familiar with the range, scope and types of services and counsel that we have provided and are capable of providing, and agrees that the services which we shall provide hereunder shall be of the same range, scope and type as we have previously provided, except as we shall mutually agree.

Please acknowledge your acceptance of, and agreement to, the foregoing terms by countersigning the enclosed second copy of the this letter in the appropriate place for your signatures and return it to me. Be assured of our best efforts on your behalf.

Very truly yours,

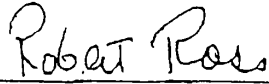
POLATSEK AND SCLAFANI

By: 

LEONARD A. SCLAFANI, ESQ.

ACCEPTED AND AGREED:

Ross University School of Medicine
and Ross University School of
Veterinary Medicine

By 
Robert Ross, President